



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

May 11, 2007

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

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Fourth District

Michael D. Antonovich
Fifth District

TO: Each Supervisor

FROM: Bruce A. Chernof, M.D.
Director and Chief Medical Officer

SUBJECT: **NOTIFICATION OF DEPARTMENT OF HEALTH SERVICES
USE OF DELEGATED AUTHORITY TO EXECUTE AN
ASSIGNMENT AND DELEGATION AGREEMENT BETWEEN
GREATER EL MONTE COMMUNITY HOSPITAL
AND AHMC GREATER EL MONTE COMMUNITY HOSPITAL, LP**

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

This is to advise your Board that the Department of Health Services is exercising its delegated authority, approved by your Board on March 30, 2004 (attached), authorizing the Director of Health Services, or his authorized designee, to execute an Assignment and Delegation of a National Bioterrorism Hospital Preparedness Program Agreement with Greater El Monte Community Hospital (GEMCH) (County Contract No. H-300076), upon review and approval by County Counsel, the Chief Administrative Office, and notification of Board Offices.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
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The Assignment and Delegation is to allow GEMCH (also known as Tenet Healthsystem Hospitals, Inc., dba Greater El Monte Community Hospital), to assign and delegate its rights and responsibilities to AHMC Greater El Monte Community Hospital, LP (dba Greater El Monte Community Hospital), retroactive to November 1, 2004. The Assignment and Delegation contract amendment was fully executed in December 2006. All other terms, conditions and restrictions remain unchanged and in full effect.

*To improve health
through leadership,
service and education*

County Counsel has reviewed and approved the Assignment and Delegation as to form.

If you have any questions or require additional information, please let me know.

BAC:cv
05:4245

Attachment

c: Chief Administrative Officer
County Counsel
Executive officer, Board of Supervisors

www.ladhs.org



Contract No. H-300076

ASSIGNMENT AND DELEGATION AGREEMENT

THIS ASSIGNMENT AND DELEGATION AGREEMENT is made and entered into this 22nd day of January, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter "County"),

and

GREATER EL MONTE COMMUNITY HOSPITAL (hereafter "GEMCH")

and

AHMC GREATER EL MONTE COMMUNITY HOSPITAL, LP, DBA GREATER EL MONTE COMMUNITY HOSPITAL (hereafter "AHMC")

WHEREAS, GEMCH (also known as Tenet Healthsystem Hospitals, Inc., dba Greater El Monte Community Hospital) provides services to County in connection and in accordance with the HRSA National Bioterrorism Hospital Preparedness Program (Program) Agreement, to support County and Hospital activities related to countering potential terrorism threats to civilian populations with County, which was adopted by County's Board of Supervisors on January 21, 2003, further identified as County Contract No. H-300076, and any amendments thereto, (all hereafter referred to as "Contract");

and

WHEREAS, on March 30, 2004, the Board approved delegated authority to the Director of Health Services, or his designee, to sign subsequent amendments with any of the participating hospitals that seeks to continue to participate in the national bioterrorism hospital preparedness program, including amendments to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Contract as referenced in Paragraph 20, Prohibition Against Assignment and Delegation; and

WHEREAS, it is the desire of GEMCH to amend their Contract to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Contract to AHMC; and AHMC desires to assume such rights, duties, obligations, responsibilities and interest, under said Contract; and

WHEREAS, GEMCH and AHMC have requested County in a letter dated September 14, 2004, to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities and interest, under said Contract effective November 1, 2004, the date recognized as the completion date of the sale of GEMCH to AHMC; and

WHEREAS, due to County's oversight the assignment and delegation was not processed in a timely manner, and such request for assignment and delegation shall now be processed under

delegated authority by the Director of Health Services, or his designee, effective retroactively to November 1, 2004, which the parties agree shall have no impact on its execution and validity herein; and

WHEREAS, under the terms of Contract, Paragraph 20, Prohibition Against Assignment and Delegation, such assignment and delegation shall require a written amendment (i.e., Assignment and Delegation Agreement) to the Contract which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. All rights, duties, obligations, responsibilities, and interests, under said Contract, to provide national bioterrorism hospital preparedness program services between GEMCH and County, shall be assigned and delegated to AHMC.

2. AHMC agrees to assume and receive from GEMCH all rights, duties, obligations, responsibilities, and interests, in said Contract, to provide national bioterrorism hospital preparedness program services, which the parties agree shall be effective November 1, 2004.

3. AHMC agrees to abide by all terms and conditions of said Contract for national bioterrorism hospital preparedness program services between GEMCH and County.

4. GEMCH and AHMC agree that County shall not pay any additional monies for the provision of national bioterrorism hospital preparedness program services by either GEMCH or AHMC as a result, or in the absence of, this Assignment and Delegation Agreement. To that extent, GEMCH and AHMC have separately prorated between themselves, to the extent necessary, the monthly payment due and paid to each party under the Contract as of November 1, 2004.

5. GEMCH and AHMC shall indemnify, defend, and save harmless County, its officers, employees, and agents, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any dispute between GEMCH and AHMC regarding payment of monies for national bioterrorism hospital preparedness program to either GEMCH or AHMC pursuant to this Assignment and Delegation Agreement.

6. County consents to the assignment and delegation of the rights, duties, obligations, responsibilities and interests, of GEMCH as described in said Contract to AHMC pursuant to this Assignment and Delegation Agreement.

7. This Assignment and Delegation Agreement shall constitute the complete understanding between County, GEMCH and AHMC, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Assignment and Delegation Agreement
to be subscribed by its Director of Health Services, and GEMCH

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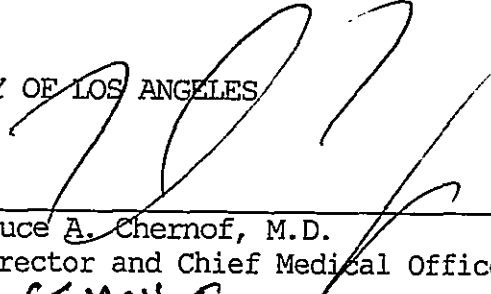
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Acting Director of Health Services or his designee, and GEMCH and AHMC has caused this Agreement to be subscribed on their behalf by their duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By 
Bruce A. Chernof, M.D.
Director and Chief Medical Officer
AHMC GEMCH, Inc.
GREATER EL MONTE COMMUNITY HOSPITAL
Contractor-Assignor/Delegator

By 
Signature

By PAUL O'NEILL
(Type Name)

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

Title AUTHORIZED SIGNATORY
(AFFIX CORPORATE SEAL)

AHMC GREATER EL MONTE COMMUNITY
HOSPITAL


Contractor-Assignee/Delegatee

APPROVED AS TO CONTRACT
ADMINISTRATION:

By 
Signature

Department of Health Services

By Jonathan Wu
(Type Name)

By 
Cara O'Neill, Chief
Contracts and Grants Division

Title President of AHMC Healthcare Inc.
(AFFIX CORPORATE SEAL)

AGREECD4194:CV:08/29/06